

TAB 8

INSTRUCTIONS FOR USE SPECIAL PROVISIONS FOR SUPPLY SUBCONTRACTS

Special Provisions for Supply Subcontracts are to be used for all purchases of Supplies unless the purchase is for a Commercial Item (Tab 6) or for services from an affiliate, in which case the use of an Affiliate Agreement (Tab 12) is appropriate. Subcontract Administrators and Buyers must review all of the instructions associated with the optional clauses and consult with Management to determine which clauses must be included. Note: The same process must be followed with respect to the clauses incorporated by reference.

SPECIAL PROVISIONS (SPs) FOR SUPPLY SUBCONTRACTS

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The clauses below (SPs 1 through 6) that have no blanks are applicable for all supplies subcontracts. The clauses that are preceded by a blank are applicable only if an "X" appears in the blank to the left of the Special Provision number.

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___SP.13	Classified Documents and Materials <i>(Include this clauses if the Subcontractor needs to have access to classified information.)</i>
___SP.14	Radiological Health Requirements <i>(Include this clause if the Subcontract involves the performance of work in radiological areas on Site and the content is not covered adequately in the Statement of Work.)</i>
___SP.15	Integration of Environment, Safety, and Health into Work Planning and Execution <i>(Include if the Subcontract will include performance of services on Site.)</i>
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___SP.18	Workplace Substance Abuse Program <i>(Include this clause if the work is subject to the requirements of 10 CFR 707. The requisition should indicate whether or not this is applicable.)</i>
___SP.19	Patent Rights <i>(Include this clause if this is a subcontract for experimental, developmental, or research work.)</i>
___SP.20	Ordering <i>(Include this clause if this is an indefinite delivery, indefinitely quantity or requirements subcontract.)</i>
___SP.21	Order Limitations <i>(Include this clause if this is an indefinite-delivery, indefinite-quantity or requirements subcontract.)</i>
___SP.22	Definite Quantity <i>(Include this clause if this is a definite-quantity, indefinite-delivery subcontract. Also include the Special Provisions for Ordering and Order Limitations, and insert a date where Subcontractor will no longer be obligated to accept orders and make deliveries.)</i>
___SP.23	Indefinite Quantity <i>(Include this clause if this is an indefinite-delivery, indefinite-quantity -type subcontract.)</i>
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- accept orders and make deliveries. Also identify in the Pricing Schedule the Contractor activities bound by the commitment to order requirements from the Subcontractor during the period of performance.)*
- ___SP.25 Modifications to General Provisions *(Include this clause if any of the General Provisions have been modified or deleted, and show the modifications under this clause.)*
- ___SP.26 Special Provisions Attachments *(Include this clause if any attachments to the Special Provisions have been called out and list the attachments under the clause.)*
- ___SP.27 Special Provisions Incorporated by Reference *(Include this clause if any of the listed FAR/DEAR clauses are to be included.)*

SPECIAL PROVISIONS FOR SUPPLY SUBCONTRACTS

SP.1 PACKAGING, MARKING, AND SHIPPING REQUIREMENTS

Preservation, packaging, and packing for shipment of all work delivered hereunder shall be in accordance with the specifications attached hereto, or, if not so specified, shall be adequate to insure acceptance by common carrier and safe transportation at the most economical rates. Subcontractor shall comply with the specific shipping instructions attached hereto.

Each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the Subcontract by number under which the item is being delivered and identifies the deliverable Item Number or Report Requirement which requires the delivered item(s)

SP.2 TRANSPORTATION AND ENTRY REQUIREMENTS FOR GENERAL DELIVERIES TO ROCKY FLATS ENVIRONMENTAL TECHNOLOGY SITE

General

Motor vehicles (vehicles) delivering commodities to the Rocky Flats Environmental Technology Site (Site) shall comply with the Federal Motor Carrier Safety Regulations (49 CFR 350-399) and applicable tribal, state, and local regulations not otherwise preempted by Department of Transportation (DOT) regulations. Vehicles entering the Site shall comply with Site traffic controls and posted speed limits; failure to do so may result in denial of access to the Site. In the event of a security or emergency response occurring in the vicinity of the delivery vehicle, pull to the side of the road, stop the vehicle, and yield to emergency response vehicles. Vehicle operators must have a valid state or international driver's license in their possession. Site Access will only be permitted for those personnel determined by Contractor to have valid official business on Site. All persons permitted to enter the Site must wear a DOE Standard Badge or Rocky Flats Visitor Badge while on Site.

Point of Entrance and Instructions

Vehicles must enter the Site at Highway 93, West Gate Entrance and, after the driver is authorized to enter the Site, instructions will be given to proceed directly to Building 130, for unloading, receipt, and inspection. If delivery is specified for a location other than Building 130, instructions will be provided at Building 130.

Searches

All vehicles entering or operating on Site are subject to search at any time. Hand carried items are subject to search as well. This may include a physical search, canine search, and/or technical explosive detection testing.

Site Access by Non-US Citizens

Site access by persons who are not US Citizens requires advance approval and a special security plan. The only exception is that non-US Citizens possessing valid US Immigration and Naturalization identification permitting work in the US (Resident Alien ID, "Green Card", Work Permit) may be badged to make deliveries to the Building 130 Receiving Dock only.

Photo Identification

All persons entering the Site must have official photo identification in their possession (valid state driver's license, military identification card, valid state identification card, US Immigration and Naturalization Foreign National Registration card, or passport) and must obtain a visitor badge or a Department of Energy (DOE) Standard Badge prior to entering the Site. Visitor Badges and DOE Standard Badges are issued at the Badging Office located in Building 60 outside the west entrance to the Site. Badging Office hours are 6:30 am to 4:00 pm, Monday through Thursday, and 6:30 am to 3:00 pm on working alternate Fridays. Drivers of large trucks may obtain their visitor badge at the west entrance guard post (Building 120) rather than the badging office. The visitor is responsible for destroying his/her visitor badge upon leaving the Site at the conclusion of the visit.

Approved Motor Carriers

Subcontractors shall follow routing instructions on the Purchase Order or as provided by the Buyer/Subcontract Administrator (SA). For purchases that are Free-On-Board (FOB) Origin, if the prescribed carrier is unable to provide service, Subcontractor may use a carrier from the Site list of pre-approved motor carriers. The list may be obtained from the Buyer/SA.

Note: As used herein, the terms "Motor carrier" and "Motor vehicle" are the same as the terms defined in 49 CFR Section 390.5.

Insurance

Insurance expense shall not be reimbursed for materials insured against loss, damage, or destruction while in transit unless authorized in writing in advance by the Buyer/SA.

Security Requirements

The following shall not be brought onto the Site without the prior approval of the Contractor:

1. any dangerous weapon, explosive, or other dangerous instrument or material capable of producing substantial injury or damage to persons or property
2. illegal drugs, drug paraphernalia, and alcoholic beverages
3. other articles prohibited by law
4. pets
5. children under the age of 18.

In addition, all photography is controlled on Site. Cameras may not be used without a Rocky Flats Camera Pass.

Special Security Requirements

During periods when enhanced or special additional security requirements are in place, all visitors must be continuously escorted by a Site employee and enhanced visitor searches and random vehicle searches may be initiated at various locations on Site.

High Security Area Prohibited Items

The following privately owned articles shall not be brought into high security areas on the Site unless properly authorized in advance by the Contractor:

1. recording equipment such as audio, video, optical, or data
2. electronic equipment with data exchange port capable of being connected to automated information system equipment (not including personal organizers, calculators, wrist watches and data diaries, provided such equipment is not operated in close proximity to any classified discussions or data processing and remains under the control of the owner)
3. cellular telephones
4. radio frequency transmitting equipment
5. computers and associated media.

Security and Safety Inspections

Inspections conducted in search of prohibited items are conducted at the West Gate upon entrance as well as at random at any point while a vehicle is on the Site. Vehicles found to be transporting prohibited item(s) shall be denied access to the Site. Commercial vehicles are subject to safety and compliance inspections at anytime while on the Site. Unsafe vehicles will be removed.

Other Inspections

Hazardous materials shipments and radioactive material shipments will be inspected for damage or loss and evidence of leakage. In addition, radioactive materials shipments will be inspected for external surface contamination and dose rates.

If a delivery conveyance is contaminated, the transport vehicle will be detained and the delivering carrier immediately notified so that other potentially contaminated vehicles can be surveyed.

For each shipment of radioactive material, and for gas poisonous by inhalation as defined in 49 CFR 173.115(c), Subcontractor shall notify the Receiving Department at (303) 966-4023 of the dates of the shipment, the expected date of arrival, and any special loading or unloading instructions. Notification must be made not less than 24 hours prior to desired delivery time. Failure to contact the Receiving Department within this timeframe may result in delays or rejection of the delivery, which shall solely be Subcontractor's responsibility.

Hazardous and Radioactive Materials Deliveries to the Site

General Requirements. Subcontractor shall ensure that radioactive and other hazardous materials are packaged and shipped in accordance with applicable requirements found in 49 CFR 171, Section 2 and Part 173, Section 1. Hazardous and/or radioactive materials must be blocked and braced in accordance with 49 CFR 393, Section 100 (a). The foregoing applies to all radioactive and other hazardous materials entering the Site, whether intended for delivery to the Site or as part of the vehicle's inventory for delivery to another destination.

Fuel Delivery Requirements. Fuel deliveries include, but are not limited to propane, gasoline, and diesel fuel. While on Site, fuel delivery vehicles containing greater than 400 gallons total fuel inventory (excluding the vehicle fuel tank) shall only be transported over approved routes as provided by the Contractor.

Fuel Offloading/Unloading Requirements. Before offloading or unloading, each motor vehicle operator of a fuel delivery vehicle shall ensure that no transient combustibles are within 20 feet of the storage tank, and that there is no smoking, and there is no open flame or other sources of ignition within 20 feet of the storage tank. Engines shall not be operated during fueling or unloading operations unless absolutely necessary to run delivery pumps.

Access Badges and Parking Permits

Access badges and parking permits for Subcontractor personnel requiring recurring access to RFETS are issued by Personnel Security in Building 060 near the west entrance of the Site. Badging Office hours are currently 6:30 am to 4:00 pm, Monday through Thursday, and 6:30 am to 3:00 pm, on working alternate Fridays. Contact (303) 966-6169 to verify that there has been no change.

The Subcontractor shall:

1. Ensure each Subcontractor and lower-tier subcontractor employee, requiring access to the Site obtains an access badge and parking permit.
2. Ensure that each Subcontractor and lower-tier subcontractor employee is personally responsible for the employee's access badge and ensure all lost access badges are reported to Personnel Security at the West entrance immediately after the loss is discovered, and return access badge to the Building 060 issuing office when the:
 - a. Subcontract period of performance has expired
 - b. Badge is no longer required
 - c. Badge becomes void for any reason

Personnel Security shall provide subcontractor employee a receipt when employee's badge is surrendered to Personnel Security.

If an individual forgets or loses an access badge three (3) times within twelve (12) consecutive months, future access to the Site may be denied to the individual.

Subcontractors will be assessed \$250.00 for each access badge not returned as required above. This charge shall be deducted from payments otherwise due the Subcontractor.

Except as otherwise authorized in writing by the Contractor, the Subcontractor shall insert this provision into all lower-tier subcontracts and purchase orders under this Subcontract.

SP.3 CONTRACTOR WORK HOURS AND HOLIDAYS

The Contractor works an Alternate Work Schedule (AWS). The normal workweek is as follows: Monday through Thursday 7:00 am to 4:30 pm; Friday 7:00 am to 3:30 pm, alternate Fridays off. Shipping/Receiving and badging are only open during the normal workweek, and Shipping/Receiving accepts deliveries from 7:00 am to 3:15 pm, Monday through Thursday, and 7:00 am to 2:30 pm on working alternate Fridays. Unless otherwise authorized by the Contractor, no deliveries shall be made nor work performed on-site during observed holidays, on Alternate Fridays off, or outside the hours cited herein.

The Contractor observes the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

SP.4 WARRANTY

In addition to any other warranties in this Subcontract, Subcontractor warrants, except as provided herein, that work performed under this Subcontract conforms to the Subcontract requirements and is free of any defect, whether patent or latent, in equipment, material, or design furnished, or workmanship performed by Subcontractor or any subcontractor or supplier at any tier. Subcontractor further warrants that the items are free and clear of all liens and encumbrances, and that Subcontractor has secured Contractor's right to own, sell or use such items. Subcontractor shall transfer all manufacturer or vendor warranties associated with the goods supplied to Contractor and/or entity designated by Contractor. For purposes of this Subcontract, material or equipment supplied shall include any documentation, such as quality control or test records or certificates of compliance, that may be specified or are customarily furnished in the trade.

This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If Contractor takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date Contractor takes possession.

Subcontractor shall remedy at Subcontractor's expense any failure to conform, or any defect, resulting from Subcontractor's breach of warranty. In addition, Subcontractor shall remedy at Subcontractor's expense any damage to Contractor- or

Government-owned or controlled real or personal property, when that damage is the result of- (1) Subcontractor's failure to conform to Subcontract requirements; or (2) Any defect of equipment, material, workmanship, or design furnished. If Subcontractor fails to replace or correct any such work within ten (10) calendar days after receipt of written notice from Contractor or as otherwise specified by Contractor, Contractor may, at its sole option, cause such work to be replaced or corrected and Subcontractor shall be liable for all costs and expenses incurred. Notwithstanding such stipulated period for correction by Subcontractor, in the event the nonconforming work poses an immediate and serious threat to the safety of others or to the environment, then Contractor shall cause correction of the nonconformance by the most expedient means available, and Subcontractor shall be liable and responsible for all costs and expenses related thereto.

Subcontractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Subcontractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

Contractor shall notify Subcontractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. In the event Subcontractor's warranty under this clause has expired, Contractor may bring suit at its expense to enforce a lower-tier subcontractor's, manufacturer's, or supplier's warranty.

Unless a defect is caused by the negligence of Subcontractor or subcontractor or supplier at any tier, Subcontractor shall not be liable for the repair of any defects of material or design furnished by Contractor nor for the repair of any damage that results from any defect in Contractor-furnished material or design.

This warranty supercedes any lesser warranty, whether stated or implied, which may be contained in submittals or other documentation delivered to Contractor by Subcontractor, regardless of whether the submittals or other documentation is accepted or otherwise approved by Contractor, unless a lesser warranty is specifically identified and agreed to in writing as part of this Subcontract. This warranty shall not limit Contractor's rights under the Inspection/Acceptance clause of this Subcontract with respect to latent defects, gross mistakes, or fraud.

SP.5 SUSPECT COUNTERFEIT ITEMS

The Subcontractor warrants that all items provided to the Contractor shall be new and unused unless otherwise specified in writing by the Contractor. Subcontractor further warrants that all items used by the Subcontractor during the performance of work at the Rocky Flats Environmental Technology Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Subcontractor shall indemnify the Contractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other structural items; and welding rod and electrodes. The Subcontractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Contractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Contractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

SP.6 INSPECTION/ACCEPTANCE – SUPPLIES

Except as may be otherwise provided in this Subcontract, final inspection and acceptance will be made at destination. All supplies (which term throughout this provision includes without limitation raw materials, components, intermediate assemblies, and end products) and Subcontractor's facilities and operations that may affect the quality of products ordered hereunder, shall be subject to inspection and test by the Contractor to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance. The Contractor assumes no contractual obligation to perform any inspection and test for the benefit of the Subcontractor unless specifically set forth elsewhere in this Subcontract.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Subcontract, the Contractor shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies that have been rejected or required to be corrected shall be removed or, if permitted or required by the Contractor, corrected in place by and at the expense of the Subcontractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Subcontractor fails to promptly remove such supplies or lots of supplies that are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Contractor either (1) may by subcontract or otherwise replace

or correct such supplies and charge to the Subcontractor the cost occasioned the Contractor thereby or (2) may terminate this Subcontract for default. Unless the Subcontractor corrects or replaces such supplies within the delivery schedule, the Contractor may require the delivery of such supplies at a reduction in price that is equitable under the circumstances. Failure to agree to a price reduction shall be a dispute.

If any inspection or test is made by the Contractor or the DOE on the premises of the Subcontractor or a lower-tier subcontractor, the Subcontractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Contractor's inspectors in the performance of their duties. If inspection or test by the Contractor is made at a point other than the premises of the Subcontractor or a lower-tier subcontractor, it shall be at the expense of the Contractor except as otherwise provided in this Subcontract: Provided, that in case of rejection, the Contractor shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Contractor shall be performed in such a manner as not to unduly delay the work. The Contractor reserves the right to charge to the Subcontractor any additional cost of Contractor inspection and test when supplies are not ready at the time such inspection and test is requested by the Subcontractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Subcontract; but failure to inspect and accept or reject supplies shall neither relieve the Subcontractor from responsibility for such supplies as are not in accordance with the Subcontract requirements nor impose liability on the Contractor therefore.

The inspection and test by the Contractor of any supplies or lots thereof does not relieve the Subcontractor from any responsibility regarding defects or other failures to meet the Subcontract requirements that may be discovered prior to acceptance. Except as otherwise provided in this Subcontract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

If acceptance is not conclusive for any of the reasons stated above, the Contractor, in addition to any other rights and remedies provided by law, or under other provisions of this Subcontract, shall have the right to require the Subcontractor (1) at no increase in Subcontract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Subcontractor's plant at the Contractor's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Subcontractor and the Contractor; provided, that the Contractor may require a reduction in Subcontract price if the Subcontractor fails to meet such delivery schedule or (2) within a reasonable time after receipt by the Subcontractor of notice of defects or nonconformance, to repay such portion of the Subcontract as is equitable under the circumstances if the Contractor elects not to require correction or replacement. When supplies are returned to the Subcontractor, the Subcontractor shall bear the transportation cost from the original point of delivery to the Subcontractor's plant and return to the original point when that point is not the Subcontractor's plant. If the Subcontractor fails to perform or act as required in (1) or (2) above, and does not cure such failure within the period specified by the Contractor after receipt of notice from the Contractor specifying such failure, the Contractor shall have the right by Subcontract or otherwise to replace or correct such supplies and charge to the Subcontractor the cost occasioned the Contractor thereby.

The Subcontractor shall provide and maintain an inspection system acceptable to the Contractor covering the supplies hereunder. Records of all inspection work by the Subcontractor shall be kept complete and available to the Contractor during the performance of this Subcontract and for such longer period as may be specified elsewhere in the Subcontract.

SP.7 SOURCE INSPECTION *[Include in solicitations and Subcontracts where Subcontractor source inspection is required.]*

The Subcontractor shall provide Contractor representatives reasonable access to all related manufacturing facilities and data for the purpose of verification of performance and to ensure that conditions of this Subcontract are being met. Contractor representatives will witness the manufacture of the items in accordance with the referenced specification at Subcontractor's facility. Surveillance will include dimensional inspection, visual inspection and testing of representative sample from each lot. Shipping and handling methods in support of the Subcontract, prior to source inspection activities will be subject to the same evaluation. In the event Subcontractor is not ready for evaluation or inspection at the time agreed upon by the parties, the Contractor may, at its option, require the Subcontractor to bear the entire expense of the Contractor Source Inspection, including, but not limited to, applicable portion of salary, travel, subsistence and lodging costs incurred by Contractor personnel.

This clause does not limit any other Contractor rights or remedies available under the Inspection/Acceptance-Supplies clause of this Subcontract.

SP.8 INSURANCE

Contractor has secured and shall maintain a Contractor Controlled Insurance Program (CCIP), insuring Contractor and all eligible and enrolled Subcontractors and lower-tier subcontractors (subcontractors) with the following types of insurance:

1. Workers' Compensation (Statutory)

2. Employer's Liability
3. Commercial General Liability
4. Excess Liability
5. Professional/Pollution Liability.

The specific limits, self-insured retention, and description of the coverages for the above insurance are contained in the CCIP Manual, which is hereby incorporated into the Subcontract by reference. In addition to the insurance coverages that Contractor provides under the CCIP, Subcontractor shall maintain the insurance coverages as specified in the CCIP Manual. The purchase of insurance in excess of the policy terms and limits set forth in the CCIP Manual shall be subject to Contractor's written approval.

The costs of the self-insured retention are not allowable when the occurrence, which requires the payment of the self-insured retention, was caused by any of the following circumstances:

1. The willful misconduct or lack of good faith of Subcontractor's managerial personnel, or
2. The failure of the Subcontractor's managerial personnel to exercise prudent business judgment. The exercise of prudent business judgment relates to the decisions or actions of Subcontractor's managerial personnel in their capacity as management officials responsible for business judgments exercised in the performance of work under this Subcontract.

The term "Subcontractor's managerial personnel", as used above means the President, the direct reports to the President, and their direct reports, constituting the top three levels of management.

In the event there is an occurrence involving more than one Subcontractor that could result in the payment of an insurance self-insured retention under the CCIP, Contractor shall notify each involved Subcontractor of the joint responsibility for payment of the self-insured retention. The involved Subcontractors shall have ten (10) days to agree among themselves to a proper share of the self-insured retention to be paid by each Subcontractor and so notify Contractor by joint letter. If the involved Subcontractors cannot agree on the share of the self-insured retention to be paid by each Subcontractor, then Contractor shall make such determination, which shall not be a dispute under the "Disputes" clause of this Subcontract.

Subcontractors not eligible for enrollment under the CCIP shall provide and maintain, with forms and insurers acceptable to Contractor until all of its obligations under this Subcontract are satisfied, the following insurance coverages:

1. Workers' Compensation Insurance to cover obligations imposed by Federal and state statutes having jurisdiction over Subcontractor's employees and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles used in performance of the services or work, both on- and off-Site. Such insurance shall provide a combined single limit of not less than \$1,000,000 for bodily injury and property damage, each occurrence (except, in the case of transportation of Hazardous Materials including Hazardous Waste, the combined single limit shall be \$5,000,000 each occurrence).
3. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence. Such insurance shall include coverage for bodily injury, property damage, premises, blanket contractual liability, products, and completed operations, independent contractors, broad-form property damage, personal injury, and the hazards commonly referred to as "XCU".

Subcontractor may apply for exceptions or modifications to the insurance coverages stated above. Such request shall be in writing to the Subcontract Administrator and contain documentation that such coverages or limits are not readily obtainable including, if appropriate, documentary evidence that compliance is cost prohibitive.

Except for the Worker's Compensation Policy, Subcontractor shall require all lower-tier subcontractors to endorse the policies required above to name Contractor and Subcontractor and their respective directors, officers, employees, and agents as additional insureds. Such insurance shall provide a waiver of subrogation by Subcontractor and its insurer in favor of all CCIP enrollees and their respective directors, officers, employees, and agents.

Before beginning any work under this Subcontract, Subcontractor shall deliver the Certificates of Insurance to Contractor evidencing the coverages, limits, and endorsements specified above. These certifications shall provide thirty (30) days' advance written notice to Contractor of cancellation or non-renewal.

Subcontractor may procure, at its own cost, insurance to compensate Subcontractor for any unallowable or non-reimbursable costs not covered by the above requirements for losses incurred in connection with this Subcontract.

SP.9 AVAILABILITY OF FUNDS

Funds are not presently available for this Subcontract. The Contractor's obligation under this Subcontract is contingent upon the availability of funds from which payment for subcontract purposes can be made. No legal liability on the part of the Contractor for any payment may arise until funds are made available to the Contractor for the Subcontract and until the Subcontractor receives notice of such availability, to be confirmed in writing by the Contractor.

SP.10 LIMITATION OF FUNDS

This Subcontract is incrementally funded. The Pricing Schedule specifies the amount presently available for payment by the Contractor and allotted to this Subcontract, the items covered, and an allotment schedule that sets forth the dates and amounts it is expected that Contractor will allot additional funds to the Subcontract. ***[Allotment schedule must set forth the work that is incrementally funded, as identified by line items, the total Not-to-Exceed amount of the funded portion of the Subcontract for that work, and the dates and amounts when it is expected that addition funds will be allotted to the Subcontract for that work.]***

The parties contemplate that the Contractor will allot additional funds incrementally to the Subcontract up to the full price specified in the Pricing Schedule. For the incrementally funded portion of the Subcontract, the Subcontractor agrees to perform, or have performed, work on the Subcontract up to the point at which the total amount paid and payable by the Contractor under the Subcontract, including reimbursement in the event of termination of the Subcontract for the Contractor's convenience, approximates but does not exceed the total amount actually allotted by the Contractor to the Subcontract. The Subcontractor will not be obligated to continue work on the Subcontract for the incrementally funded work beyond that point, and the Contractor will not be obligated in any event to reimburse the Subcontractor in excess of the amount allotted to the Subcontract for that work regardless of anything to the contrary in the clause entitled Termination for Convenience in the General Provisions of this Subcontract. As used in this clause, the total amount payable by the Contractor in the event of termination for convenience includes costs, profit on work performed, and estimated termination settlement costs for the terminated work.

For the incrementally funded work, the Subcontractor shall notify the Contractor in writing whenever it has reason to believe that the costs it expects to incur under this Subcontract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Subcontract by the Contractor for that work. The notice shall state the estimated amount of additional funds required to continue performance of that work up to the next scheduled date for allotment of funds specified in the Pricing Schedule, or to a mutually agreed upon substitute date. The notice shall also advise Contractor of the estimated additional funds that will be required for the timely performance of the incrementally funded portion of the Subcontract for a subsequent period as may be specified in the allotment schedule or as otherwise agreed to by the parties.

If, after notification, additional funds are not allotted by the date identified in the Subcontractor's notification, or by an agreed-on substitute date, upon the Subcontractor's written request, the Contractor will terminate the incrementally funded portion of the Subcontract on that date in accordance with the provisions of the Termination for Convenience clause of the General Provisions of this Subcontract. If the Subcontractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contractor may terminate this Subcontract on that later date.

Except as required by other provisions of this Subcontract, specifically citing and stated to be an exception to this clause-

1. The Contractor is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted by the Contractor to this Subcontract; and
2. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the Termination for Convenience clause of this Subcontract) or otherwise incur costs in excess of the amount then allotted to the Subcontract by the Contractor until the Contractor notifies the Subcontractor in writing that the amount allotted by the Contractor has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Contractor to this Subcontract.

No notice, communication, or representation in any form other than that specified in Paragraph 2 of this clause, or from any person other than the Contractor, shall affect the amount allotted by the Contractor to this Subcontract. In the absence of the specified notice, the Contractor is not obligated to reimburse the Subcontractor for any costs in excess of the total amount allotted by the Contractor to this Subcontract, whether incurred during the course of the Subcontract or as a result of termination.

When—and to the extent that the amount allotted by the Contractor to the Subcontract is increased—any costs the Subcontractor incurs before the increase that are in excess of the amount previously allotted by the Contractor shall be allowable to the same extent as if incurred afterward, unless the Contractor issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

Change orders shall not be considered an authorization to exceed the amount allotted by the Contractor specified in the Pricing Schedule, unless they contain a statement increasing the amount allotted.

SP.11 OPTIONS

Options to extend the term of the Subcontract or increase/decrease quantities, if any, are identified in the Pricing Schedule. If options are included, Contractor may exercise the option by written notice to the Subcontractor provided that said notice to extend the term or increase/decrease quantities is provided to Subcontractor at least ten (10) days before the expiration of the Subcontract.

SP.12 INVOICING PROCEDURES

Unless otherwise agreed to in writing by the parties, the Contractor will make payments to the Subcontractor once per month after receipt of an acceptable invoice from the Subcontractor for supplies received and accepted by the Contractor. The Subcontractor shall submit the original and two copies of invoice or voucher, in accordance with the Payments clause in the General Provisions of this Subcontract, to the following:

Send Original to: Accounts Payable

Rocky Flats Environmental Technology Site (RFETS)
10808 Highway 93, Unit B, MV-2
Golden, CO 80403-8200

Attn: _____ *[Insert appropriate Accounting Name]*

Accounting Phone _____ *[Insert Accounting Phone]*

Accounting Fax _____ *[Insert Accounting Fax]*

Send one (1) copy to: CTR

Rocky Flats Environmental Technology Site (RFETS)
10808 Highway 93, Unit B, *[Insert appropriate facility or MV-2, if appropriate.]*
Golden, CO 80403-8200

Attn: _____ *[Insert appropriate CTR Name.]*

CTR Phone _____ *[Insert CTR phone number.]*

CTR Fax _____ *[Insert CTR fax number.]*

Send one (1) copy to: Subcontractor Administrator

Rocky Flats Environmental Technology Site (RFETS)
10808 Highway 93, Unit B, *[Insert appropriate facility or MV-2, if appropriate.]*
Golden, CO 80403-8200

Attn: _____ *[Insert Subcontract Administrator name.]*

SA Phone _____ *[Insert SA phone number.]*

SA Fax _____ *[Insert SA fax number.]*

An invoice must include – (1) name and address of Subcontractor; (2) invoice date; (3) Subcontract number and Line Item number of items being invoiced in accordance with the Pricing Schedule; (4) terms of any prompt payment discount offered; (5) name and address of official to whom payment is to be sent; and (6) name, title, and phone number of person to be notified in event of defective invoice. Subcontractors are encouraged to assign an identification number to each invoice.

For final payment, the Subcontractor shall submit a completion (final) invoice or voucher, designated as such, promptly upon completion of the work. Upon approval of that invoice or voucher, and upon the Subcontractor's compliance with all terms of this Subcontract, the Contractor will promptly pay any balance not previously paid.

The Subcontractor shall pay to the Contractor any refunds, rebates, credits, or other amounts (including interest) accruing to or received by the Subcontractor or any assignee under the Subcontract, to the extent that those amounts are properly allocable to costs for which the Subcontractor has been reimbursed by the Contractor.

SP.13 CLASSIFIED DOCUMENTS AND MATERIALS

Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified documents and materials and protecting against sabotage, espionage, and loss or theft of the classified documents and materials in the Subcontractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Subcontractor shall, upon completion or termination of this Subcontract, transmit to Contractor a Certificate of Non-Possession of Classified Documents and Materials, which indicates that Subcontractor has returned to authorized representatives of the Department of Energy or disposed of, in accordance with Department of Energy security requirements, all classified documents and materials that were formerly held by Subcontractor under this Subcontract. ***[Attach Certificate of Non-Possession and list it in the clause, Special Provisions Attachments.]*** Subcontractor's failure to provide the required Certificate of Non-Possession of Classified Documents and Materials within thirty (30) days of completion or termination of the Subcontract, may, in addition to any other remedy available under law, result in assessment of \$250.00.

SP.14 RADIOLOGICAL HEALTH REQUIREMENTS

General

The Subcontractor (including all lower-tier subcontractors) shall ensure the following requirements are met when performing work in radiological areas at the Rocky Flats Environmental Technology Site (RFETS) to ensure compliance with the personnel monitoring and recordkeeping requirements of 10 CFR 835. Radiological areas for the purpose of this clause are those areas that must be posted as a "Radiation Area", "High Radiation Area", "Very High Radiation Area", "Contamination Area", "High Contamination Area", or "Airborne Radioactivity Area" in accordance with 10 CFR 835 § 835.603 or posted as a "Radiological Buffer Area" in accordance with the RFETS Radiological Control Manual.

Recordkeeping Requirements

The Subcontractor shall maintain records for each employee that demonstrate compliance with all requirements shown below. These records shall be retained for three (3) years after final payment for this Subcontract, and shall be made available for the Contractor's review upon request.

In-Processing Requirements

The Subcontractor shall:

1. ensure all Subcontractor employees working in radiological areas at RFETS who require a dosimeter (TLD) badge, in-process with the External Dosimetry and Radiological Records sections prior to the start of work. The Subcontractor shall provide the External Dosimetry section (303-966-2736) with twenty-four (24) hour verbal notice when it intends to have ten (10) or more employees in-process on the same day.
2. ensure all Subcontractor employees provide information requested from both the External Dosimetry and Radiological Records sections (i.e. address, year-to-date dose information, etc.). Subcontractor employees who fail or refuse to provide the requested information will not be issued a dosimeter (TLD) badge and will be disqualified from performing radiological work at the RFETS.
3. ensure Radiological Worker II qualified Subcontractor employees working in radiological areas at the RFETS in-process with the External Dosimetry, Internal Dosimetry and Radiological Records sections for entry into the Routine Bioassay Program. The Subcontractor shall ensure Radiological Worker II qualified Subcontractor employees comply with the entrance bioassay requirements specified by the Internal Dosimetry section. These requirements may include urine sampling and/or lung counting. Subcontractor employees who fail or refuse to provide any of the requested bioassays shall have their dosimeter (TLD) badge revoked and will be disqualified from performing radiological work at the RFETS. Unless the Internal Dosimetry section grants an exemption, entrance bioassay requirements shall be completed before beginning work in radiological areas. Lung counting requires at least fourteen (14) calendar days advanced notice.
4. ensure Radiological Worker II qualified Subcontractor employees classified as "Visitors" (i.e., employees who are at the RFETS for a tour, walk-through inspection, etc. and will not be performing any "hands-on" work or entering any High Contamination Areas or Airborne Radioactivity Areas) who do not desire to be entered into the Routine Bioassay Program, decline participation in writing to the Internal Dosimetry section. Radiological Worker II qualified Subcontractor employees classified as "Visitors" who decline participation in the Routine Bioassay Program will be issued a dosimeter (TLD) badge with an expiration date and a "V" number.

Ongoing Maintenance Requirements

The Subcontractor shall:

1. ensure dosimeter (TLD) badges are used and stored by Subcontractor employees in accordance with RFETS requirements.

2. ensure dosimeter (TLD) badges are returned to the designated storage location board when not being worn.
3. ensure Subcontractor employees notify the External Dosimetry section prior to relocating their dosimeter (TLD) badges to another storage location board.
4. ensure the External Dosimetry section is immediately notified of any lost, missing or damaged dosimeter (TLD) badges. The Subcontractor may be assessed \$550.00 for each dosimeter (TLD) badge found to be damaged or not returned to the External Dosimetry section. The charge shall be deducted from payments otherwise due the Subcontractor.
5. ensure Subcontractor employees who are entered in the Routine Bioassay Program notify the Internal Dosimetry section (303-966-4172) when their RFETS mailing address (i.e., building number) or their manager changes.
6. ensure Subcontractor employees either respond to requests for routine urine samples and/or lung counts by the dates shown on the request card, or contact the Internal Dosimetry section for an extension of time. If the Subcontractor employee fails to respond to a request for routine bioassay, a second request will be sent to the manager specified in the Internal Dosimetry section's records. If the Subcontractor's employee fails to respond to the second request for a routine bioassay, the employee's dosimeter (TLD) badge will be revoked and the employee will be disqualified from performing radiological work at RFETS.
7. ensure Subcontractor employees submit special bioassay samples when requested by Internal Dosimetry (as the result of a potential intake accident—i.e., contamination, wound, airborne radioactivity, etc.), and ensure employees are restricted from radiological work until the requested samples are provided. The Subcontractor shall comply with any restrictions imposed on its employees. This may include restrictions until all sample results are received for high-level potential intakes.
8. ensure Subcontractor employees are made available at the Subcontractor's expense, both during and after the period of performance of this Subcontract, for interview or bioassay sampling. This sampling may include lung counting at RFETS, if required by the Internal Dosimetry section in the event of an on-going internal exposure investigation or an external dose reconstruction.

Out-Processing Requirements

The Subcontractor shall:

1. ensure Subcontractor employees who end their employment at RFETS out-process with the Radiological Records section and are given an opportunity to request either a termination dose estimate and/or a termination dose report. The employee or the Subcontractor shall provide each departing employee's forwarding address to the Radiological Records section so the Contractor can send the Subcontractor employee an Annual Summary Dose Report ("Report Card").
2. ensure Subcontractor employees return their dosimeter (TLD) badge to the External Dosimetry section during their out-processing. Subcontractor may be assessed \$550.00 for each dosimeter badge Subcontractor employees fail to return. This charge shall be deducted from payments otherwise due the Subcontractor. In addition, employees who fail to return the dosimeter (TLD) badge at the end of employment at RFETS may be ineligible for future work at RFETS.
3. ensure that Subcontractor employees who require an exit bioassay out-process with the Internal Dosimetry section. This includes employees who are currently Radiation Worker II qualified, were formerly Radiation Worker II qualified, or were in the bioassay program at any point in time (i.e., former "hands-on" workers even though they were not performing work under this Subcontract as Radiation Worker II qualified). The exit bioassay method shall be as specified by the Internal Dosimetry section and shall be performed after the completion of all work for which there is a potential for intake of radioactive materials. The Subcontractor shall contact the Internal Dosimetry section at least fourteen (14) calendar days in advance of any employee's departure to determine if an exit bioassay is required. If an exit bioassay is required, the Subcontractor shall ensure that its employees comply with the exit bioassay instructions from the Internal Dosimetry section.
4. ensure Subcontractor employees do not re-enter Contamination Areas, High Contamination Areas, and Airborne Radioactivity Areas after completion of the exit bioassay. Subcontractor may be assessed \$750.00 per occurrence for failure to ensure Subcontractor employees comply with the exit bioassay requirements. This charge shall be deducted from payments otherwise due the Subcontractor.

The Subcontractor shall flow down this clause to all its lower-tier subcontractors who will perform work in radiological areas at the RFETS.

SP.15 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION

If this Subcontract calls for the performance of work on the Site near Golden, Colorado, or such other RFETS facilities as may be leased or acquired from time to time, Subcontractor shall perform work safely and in accordance with the terms of the clause DEAR 970.5223-1, Integration of Environment, Safety and Health into Work Planning and Execution (Dec 2000), which is incorporated herein by reference and made part hereof. The Subcontractor may obtain the full text of the referenced clause at

<http://professionals.pr.doe.gov>. Wherever necessary to make the context of the clause applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the terms "subcontractor" shall mean lower-tier subcontractor, the term "Contract" shall mean this Subcontract, the term "subcontract" shall mean lower-tier subcontract, and where noted or necessary to derive proper meaning the terms "Government", "Contracting Officer", and equivalent phrases shall mean Contractor.

Unless otherwise specifically required in writing by Contractor, the "Safety Management System" referred to in Paragraphs (c), (d), and (f) of DEAR 970.5223-1 is the Kaiser-Hill Safety Management System.

SP.16 QUALITY ASSURANCE REQUIREMENTS

The services provided under this Subcontract shall be provided in accordance with Subcontractor's Quality Assurance system, which has been evaluated and approved in writing by Contractor's Quality Assurance organization. The Subcontractor shall maintain and implement this quality system in accordance with the intent of DOE Order 414.1A and 10 CFR 830.122, as applicable. The Subcontractor shall extend applicable requirements to all lower-tier Subcontractors, including the Contractor's right of access to facilities and records.

The Contractor shall have right of access to Subcontractor's, and any lower-tier subcontractor's facilities and records for inspection or audit by Contractor, its designated representative, and/or other parties authorized by Contractor at mutually agreed times. This shall include, but not be limited to, (1) the right to audit material, test, inspection services, and quality records; (2) make surveillance visits during manufacturing; and (3) witness tests to the extent Contractor deems necessary throughout the life of the Subcontract to ensure that work is being performed in accordance with applicable requirements.

Subcontractor shall not make any substitutions without specific written approval of the Contractor. This includes any changes to the approved Subcontractor design, specifications, and drawings.

SP.17 DISPOSAL OF WASTE

Subcontractor (including all lower-tier subcontractors) is responsible for maintaining compliance with all Federal, state and local laws, and all Site requirements in the management and disposal of any waste generated in the performance of this Subcontract. Waste, for purposes of this clause, means any material that has been discarded, abandoned, recycled, reclaimed, or is no longer being used for its originally intended purpose and is to be managed at an off-Site waste management facility (including treatment, storage, disposal, recycling, reclaiming and/or processing facility).

In accordance with RFETS Procedure 1-MAN-037-OWMP, Offsite Waste Management Program, prior to entering into an agreement or arrangement with a waste management facility, Subcontractor shall ensure that the facility has been approved for use by Contractor. Subcontractor is prohibited from using a waste broker unless Contractor has granted specific written authorization for the use of the broker. Additionally, all commercial motor carriers used for the off-Site shipment of waste shall be approved in accordance with Site Procedure I-T95-Traffic-120, or the most current RFETS off-Site transportation requirements manual. The approval or denial of any Facility or commercial carrier shall be at the sole discretion of Contractor. Contractor shall not be liable to Subcontractor for any costs or damages of any kind if Contractor refuses or fails to approve the use of a Facility or commercial carrier.

All off-Site waste shipments must be coordinated with the Site Traffic Department before leaving the Site. Motor carriers, vehicle operators, motor vehicles and waste packages shall be subject to inspection and evaluation before loading. Any delays encountered or extra costs incurred by Subcontractor due to failure to comply with this requirement shall be the sole responsibility of Subcontractor.

The disposal of any waste with scrap value must be handled in accordance with Contractor's Property Disposal Manual and in those situations where the property has been sold and title transferred on-Site, the above limitations on use of approved facilities are not applicable.

SP.18 WORKPLACE SUBSTANCE ABUSE PROGRAM

Subcontractor shall, within thirty (30) days of award of this Subcontract, submit its written workplace substance abuse program for Contractor review and approval. This program shall, consistent with 10 CFR 707, Workplace Substance Abuse Programs (incorporated herein by reference with full force and effect), demonstrate how Subcontractor has implemented and maintained a workplace substance abuse program that complies with the requirements of 10 CFR 707.

In addition to any other remedies available to Contractor, Subcontractor's failure to comply with the requirements of 10 CFR 707 or to perform in a manner consistent with its approved program may render Subcontractor subject to (1) the suspension of Subcontract payments or (2) where applicable, termination for default; and suspension or debarment.

Subcontractor agrees to include and require the inclusion of the requirements of this clause in all lower-tier subcontracts awarded hereunder.

SP.19 PATENT RIGHTS

If this Subcontract is with a small business or domestic non-profit organization, as those terms are defined in the clause, Patent Rights and obligations of the parties under this Subcontract are defined by the terms of DEAR 952.227-11, Patent Rights Retention by the Contractor (short form) (Mar 1995), which is incorporated herein by reference and made part hereof, if this is a subcontract with a small business or domestic non-profit organization as those terms are defined in the clause. If this Subcontract is not a with a small business or domestic nonprofit organization, the Patent Rights and obligations of the parties are defined by DEAR 952.227-13, Patent Rights – Acquisition by the Government (Sep 1997), which is incorporated herein by reference and made part hereof. The Subcontractor may obtain the full text of the referenced clauses at <http://www.pr.doe.gov/dear.html>.

SP.20 ORDERING

The Buyer/SA will order any supplies to be furnished under this Subcontract by issuing releases during the effective term of this Subcontract. Each release will specify the specific quantity of supplies to be delivered and the required delivery date(s).

All releases are subject to the terms and conditions of this Subcontract. In the event of a conflict between a release and this Subcontract, the Subcontract shall control.

If mailed, a release is considered "issued" when the Contractor deposits the release in the mail. Releases may be issued orally (with written confirmation of the telecommunications) by facsimile or by electronic commerce methods (when authorized by the Buyer/SA).

SP.21 ORDER LIMITATIONS

Minimum Subcontract Obligation. The minimum quantity to be purchased under this Subcontract is _____.

Minimum Order per Release. The minimum quantity per release shall be _____.

Maximum Order. The Subcontractor will not be obligated to furnish items in excess of ____ percent of the estimated yearly quantity for each line item on a cumulative basis set forth in the Pricing Schedule of this Subcontract, neither is the Contractor obligated to purchase any quantity in excess of the quantity specified above as the minimum Subcontract obligation.

SP.22 DEFINITE QUANTITY

This is a definite-quantity, indefinite-delivery Subcontract for the supplies specified, and effective for the period stated, in the Pricing Schedule.

The Contractor shall order the quantity of supplies specified in the Pricing Schedule, and the Subcontractor shall furnish them when ordered. Delivery or performance shall be at locations designated in the releases issued in accordance with the Ordering clause and the Pricing Schedule.

Except for any limitations on quantities in the Order Limitations clause or in the Pricing Schedule, there is no limit on the number of releases that may be issued. The Contractor may issue releases requiring delivery to multiple destinations.

Any release issued during the effective period of this Subcontract and not completed within that time shall be completed by the Subcontractor within the time specified in the release. The Subcontract shall govern the Subcontractor's and Contractor's rights and obligations with respect to that release to the same extent as if the release were completed during the Subcontract's effective period; provided, that the Subcontractor shall not be required to make any deliveries under this Subcontract after _____ *[Insert date.]*.

SP.23 INDEFINITE QUANTITY

This is an indefinite-quantity, indefinite-delivery Subcontract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Pricing Schedule as estimates are estimates only and are not purchased by this Subcontract.

Delivery or performance shall be made only as authorized by releases issued in accordance with the Ordering clause. The Subcontractor shall furnish to the Contractor, when and if ordered, the supplies or services specified in the Pricing Schedule up to and including the quantity designated above in the Special Provision entitled Order Limitations, as the "maximum order".

Except for any limitations on quantities in the Order Limitations clause, there is no limit on the number of releases that may be issued by the Contractor.

Any release issued during the effective period of this Subcontract and not completed within that period shall be completed by the Subcontractor within the time specified in the release. The Subcontract shall govern the Subcontractor's and the Contractor's rights and obligations with respect to that order to the same extent as if the order were completed during the Subcontract's effective period.

SP.24 REQUIREMENTS

This is a requirements Subcontract for the supplies specified, and effective for the period stated, in the Pricing Schedule. The quantities of supplies specified in the Pricing Schedule are estimates only and are not purchased by this Subcontract. Except as this Subcontract may otherwise provide, if the Contractor's requirements do not result in releases in the quantities described as "estimated" or "maximum" in the Pricing Schedule, that fact shall not constitute the basis for an equitable price adjustment.

Delivery or performance shall be made only as authorized by releases issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this Subcontract, the Subcontractor shall furnish to the Contractor all supplies specified in the Pricing Schedule and called for by releases issued in accordance with the Ordering clause. The Contractor may issue releases requiring delivery to multiple destinations

Except as this Subcontract otherwise provides, the Contractor shall order from the Subcontractor all the supplies specified in the Pricing Schedule that are required to be purchased by the Contractor activity or activities specified in the Pricing Schedule.

The Contractor is not required to purchase from the Subcontractor requirements in excess of any limit on total releases under this Subcontract.

If the Contractor urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Subcontract, and if the Subcontractor will not accept a release providing for the accelerated delivery, the Contractor may acquire the urgently required goods from another source.

Any release issued during the effective period of this Subcontract and not completed within that period shall be completed by the Subcontractor within the time specified in the release. The Subcontract shall govern the Subcontractor's and contractor's rights and obligations with respect to that release to the same extent as if the release were completed during the Subcontract's effective period; provided, that the Subcontractor shall not be required to make any deliveries under this Subcontract after _____ *[insert date]*.

SP.25 MODIFICATIONS TO GENERAL PROVISIONS

SP.26 SPECIAL PROVISIONS ATTACHMENTS *[List attachments referenced in the SPs—if the clause is checked that includes an attachment. Do not include Exhibits referenced in the General Provisions; those should be listed on the Subcontract Signature Document, not here. ONLY INCLUDE ATTACHMENTS THAT ARE APPROPRIATE, IN ACCORDANCE WITH PROVISIONS CHECKED.]*

SP.27 SPECIAL PROVISIONS INCORPORATED BY REFERENCE

The FAR and DEAR clauses below that are preceded with a blank space, if checked, are incorporated herein by reference with the same force and effect as if printed in full text. All others are applicable. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the term "subcontractor" shall mean lower-tier subcontractor, the term "Contract" shall mean this Subcontract, the term "subcontract" shall mean lower-tier subcontract, and where noted or necessary to derive proper meaning, the terms "Government", "Contracting Officer", and equivalent phrases shall mean Contractor's representative. Except the terms "Government" and "Contracting Officer" do not change as set forth below:

1. in the phrases "Government Property", "Government Furnished Property", and "Government Owned Property;"
2. in the patent clauses incorporated herein;
3. when a right, act, authorization, or obligation can be granted or performed only by the Government's duly authorized representative;
4. when title to property is to be transferred directly to the Government;
5. when access to proprietary financial information or other proprietary data is required except for authorized audit rights; and
6. where specifically modified herein.

Full-text of the referenced clauses may be found at <http://arnet.gov/far> for FAR clauses and <http://www.pr.doe.gov/dear.html> for DEAR clauses. **The clauses below that have no blanks are applicable for all subcontracts for supplies. The clauses that are preceded by a blank are applicable only if an "X" appears in the blank to the left of the FAR or DEAR number.**

FAR Clauses

- ____ FAR 52.225-3 Buy America Act—Supplies (Jan 1994)
- ____ FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 1997) *(Include this clause if cost or pricing data are required to be submitted.)*
- ____ FAR 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997) *(Include if cost or pricing data are required to be submitted.)*
- ____ FAR 52.223-7 Notice of Radioactive Materials (Jan 1997) *(Include in subcontracts for supplies that are or that contain (1) radioactive material requiring specific licensing under regulations issued pursuant to the Atomic Energy Act of 1954 or (2) radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.)*
- ____ FAR 52.224-1 Privacy Act Notification (Apr 1984) *(Include if Subcontractor will be required to design, develop, or operate a system of records on individuals to accomplish an agency function.)*
- ____ FAR 52.224-2 Privacy Act (Apr 1984) *(Include if Subcontractor will be required to design, develop or operate a system of records on individuals to accomplish an agency function.)*
- ____ FAR 52.227-3 Patent Indemnity (Apr 1994) *(Include if purchasing supplies or services that are sold to the public in the commercial open market.)*
- ____ FAR 52.230-2 Cost Accounting Standards (Apr 1998) *(Include unless exempt under FAR Part Appendix 9903.201-1. Exempt contracts and subcontracts include sealed bid contracts; negotiated contracts and subcontracts not in excess of \$500,000; contracts and subcontracts with small businesses; contracts or subcontracts with foreign governments or their agents or instrumentalities; contracts or subcontracts in which the price is set by law or regulation; firm fixed-price or fixed-price with economic price adjustment (provided that price adjustment is not based on actual costs incurred) contracts and subcontracts for the acquisition of commercial items; contracts or subcontracts of less than \$7.5 million, provided that, at time of award, the business unit is not currently performing any CAS-covered contracts or subcontracts valued at \$7.5 million or greater; certain contracts or subcontracts with the United Kingdom or the NATO PHM Ship under certain circumstances; contracts or subcontracts executed and performed outside the US, its territories or possessions; or firm fixed-price contracts or subcontracts awarded on the basis of adequate price competition without submission of cost or pricing data.)*
- ____ FAR 52.230-6 Administration of Cost Accounting Standards (Nov 1999) *(Include if FAR 52.230-2 is included.)*
- ____ FAR 52.245-2 Government Property (Fixed-Price Contracts) (Dec 1989) *(Include if Government or Contractor property is being furnished to the Subcontractor.)*
- ____ FAR 52.245-18 Special Test Equipment (Feb 1993) *(Include if Subcontract requires the acquisition or fabrication of new special test equipment.)*
- ____ FAR 52.245-19 Government Property Furnished "As Is" (Apr 1984) *(Include if Government or Contractor property is being furnished to the Subcontractor.)*
- ____ FAR 52.247-63 Preference for U.S. Flag Carriers (Jan 1997) *(Include if the Subcontract may involve international air transportation.)*

DEAR Clauses

- ____ DEAR 952.204-70 Classification/Declassification (Sep 1997) *(Include if Subcontract involves access to classified information.)*
- ____ DEAR 952.204-74 Foreign Ownership, Control, or Influence over Contractor (Apr 1984) *(Include if Subcontract involves access to classified information or a significant quantity of Special Nuclear Material.)*
- ____ DEAR 952.209-72 Organizational Conflicts of Interest (Alt 1) (Jun 1997) *(Include if this is a Subcontract expected to exceed \$100,000 for Contractor Advisory and Assistance Services as that term is defined in FAR 37.201. Also include the appropriate representation and certification.)*

- ___ DEAR 970.5204-59 Whistleblower Protection for Contractor Employees (Apr 1999) *(Include if performance of work is to be on the Site.)*
- ___ DEAR 952.217-70 Acquisition of Real Property (Apr 1984) *(Include if Subcontractor may acquire real property.)*
- ___ DEAR 952.237-70 Collective Bargaining Agreements—Protective Forces (Aug 1993) *(Include in subcontracts for protective services.)*